

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

DONALD MORISKY

Plaintiff,

vs.

MMAS RESEARCH, STEVEN TRUBOW,
DUSTIN MACHI RODNEY WATKINS

Defendants.

Case No.:

DECLARATION OF STEVEN
TRUBOW

I, STEVEN TRUBOW make the following declaration.

1. I am over 18 years of age, of sound mind, and otherwise competent to make this Declaration of my own personal knowledge.
2. I LIVE AND WORK AT 101 2nd Street, Unit 303, Petaluma, CA 94952.
3. I participated in depositions in Las Vegas Nevada on May 25 and May 26, 2023, in which I was asked about whether I had any financial documents, business records, profit loss statements or expense documents for the Morisky Widget Licenses from 2017 until the CR2A was executed in 2020.

DECLARATION OF STEVEN TRUBOW - 1

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- 1 4. I explained that I used an ASIS laptop, purchased sometime in 2017 until early
2 2022. This laptop was used for approximately four years to train clinicians all over
3 the world on how to use the Morisky Widget software.
- 4 5. Sometime in early 2022 either (February, March, or April), the ASIS laptop fell
5 out of my knapsack and the screen was shattered, and the keyboard popped out,
6 I replaced the ASIS laptop within a few days with a new Toshiba laptop which I
7 am still using today. I could not get the ASIS laptop to reboot. I could not slave
8 the ASIS hard drive to my new Toshiba laptop hard drive. The ASIS was obsolete,
9 and I put it in 3 pieces, screen, keyboard, and base in a box in my garage with
10 some other broken or obsolete computer monitors, modems, and printers that
11 were stored in a detached garage until I moved out of my house and into a small
12 studio apartment on March 4, 2023. The movers took a dozen boxes of old books
13 and household and kitchen items, computers, and automobile parts to the dump
14 during the moving process. I personally did not dispose of them. This all
15 happened in the one day I was moving residences.
- 16 6. In December 2020 MMAS Research LLC executed the CR2A Settlement
17 Agreement with the Moriskys. After December 4, 2020, until the present MMAS
18 Research LLC has not sold a single new Morisky Widget or GMRF license. There
19 was not a single Morisky Widget or GMRF training and certification session for a
20 licensee so there was no need to use the ASIS laptop. The only training and
21 certification were for prospective employees that we trained and certified to hire
22 as trainers when and if we did sell actual licenses.

- 1 7. After December 4, 2020, all Morisky Widget licenses and settlements were
2 handled by the joint representation lawyers who executed all of the contracts and
3 collected the money.
4
- 5 8. While there was some Morisky Widget licensing information (before the CR2A
6 was executed) stored on the ASIS laptop hard drive going back to 2017, they
7 were used for the training and certification meetings with the licensees. After the
8 CR2A was executed, there were five or six post CR2A documents that I had
9 signed, that were stored on the ASIS laptop, but their origin was from the joint
10 representation lawyers, who could have supplied every retroactive Morisky
11 Widget license and settlement agreement as well as the payment information.
12
- 13 9. There were never any business records, financial records, bank statement stored
14 on the ASIS laptop. I used a browser on the ASIS to access my banking
15 information at Chase Bank from March 2017-February 2022 and did not backup
16 any statements. Chase closed the MMAS Research LLC account in August 2022
17 because we had a dispute about an AIR France baggage claim that I took to the
18 Better Business Bureau in NYC. After August 2022 I no longer had any online or
19 local bank access to the MMAS Research LLC or Steven Trubow Chase bank
20 accounts from 2017-2022. It took almost six months, and two attempts to get
21 printed statements from Chase Bank for the years 2021 and 2022 sent to my
22 CPA so he could prepare my tax returns.
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1 10. On page 154 of DKT 155 Bruss Declaration Exhibit 8 deposition transcript, I was
2 asked what happened to the Morisky Widget license and settlement agreements
3 sent to me by Kenneth Gross (Joint representation) that I signed. Did I retain
4 them?
5

6 11. I answered that I sent them back by email to Kenneth Gross and that I did not
7 retain them. I might have retained some, but my hard drive died six months ago.

8 12. On page 175 of the DKT 155 deposition transcript, I was asked what happened
9 to all the license agreements you did have in your possession.
10

11 13. I answered that I had a hard drive die, and I could not afford to have it restored.

12 14. On page 175 of the DKT 155 deposition, I was asked again, if "all the records for
13 (pre-CR2A) Morisky Widget licensees and (post-CR2A) retroactive Morisky
14 Widget licenses and settlement agreements were obliterated is that what you are
15 saying."
16

17 15. I answered that I had a hard drive die, so they are in there.

18 16. On page 207 and 208 of the DKT 155 deposition transcripts I was asked 'Mr.
19 Trubow in light of your comment that the laptop contained nearly all of the
20 financial for this case and all of the financial responses we would need to have
21 and all records regarding profit, losses, cost etcetera all documentation dealing
22 with all of the license agreements and the revenue that was generated from each
23 license agreement, we are going to ask Patricia specifically that the laptop be
24 produced and we be allowed to agree to that.
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1 17. I answered, "Number one, I never said anything about financial documents on
2 there. I said I do not have any financial documents." I was cut off from finishing
3 my answer.
4

5 18. The ASIS nor any other laptop or computer in my possession never had any
6 financial information and records regarding profit, losses, costs dealing with all
7 the (Morisky Widget) license agreements and the revenue that was generated
8 from each license agreement.
9

10 19. As I explained previously and, in my deposition, the financial and legal details of
11 CR2A retroactive Morisky Widget licensing, the settlement of CR2A claims, and
12 the collection of money and payouts to MMAS Research LLC and Plaintiff were
13 handled exclusively by the joint representation lawyers and I did not retain
14 documentation relating to them.
15

16 I declare under penalty of perjury under the laws of the United States of
17 America that the foregoing is true and correct.
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19 Executed on July 27, 2023.

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22 STEVEN TRUBOW
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